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UNITED STATES DISTRICT COURT  
 EASTERN DISTRICT OF WASHINGTON  
 AT YAKIMA

VIVIANO RAMIREZ,	)	CASE NO. CV-05-3024-LRS
Plaintiff,	)	
vs.	)	<del>PROPOSED</del> STIPULATED
	)	PROTECTIVE ORDER
PAYLESS SHOESOURCE, INC., a	)	
Missouri Corporation,	)	
Defendant.	)	

**PROTECTIVE ORDER**

The parties, by and through their respective counsel of record, agree that certain documents and other information produced in this litigation contain information that is considered confidential. In order to protect this confidential material, the parties hereby stipulate and agree to the following Protective Order in this litigation:

1. **Scope and Purpose of Protective Order:** This Protective Order shall govern the designation and handling of protected documents produced by any party in discovery in this litigation, whether by voluntary production or disclosure or in response to any formal discovery procedure, including designation and handling of nonpublic information of a confidential nature. This Protective Order does not affect any party's obligations under the Federal Rules of Civil Procedure

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1 to produce documents or to provide testimony and statements as required by the  
2 rules of discovery or an order of the Court. This Protective Order does not apply to  
3 information obtained by or made available to any such person by means other than  
4 the discovery provisions of the Federal Rules of Civil Procedure. The purpose of  
5 this Protective Order is to preserve confidentiality and to facilitate the proper  
6 handling of sensitive nonpublic information.

7       **2. Documents or Information Subject to Protective Order:** Any  
8 personal, medical, or financial information or documents that pertain to any current  
9 or former employee of Payless, including, but not limited to, personnel files,  
10 medical files, and/or employment agreements or contracts may be designated as  
11 "CONFIDENTIAL." In addition, any documents that include confidential and  
12 non-public business information that has value due to the fact that the information  
13 in the documents is not known to the general public and/or competitors of Payless  
14 may be designated as "CONFIDENTIAL."

15       The party who maintains that documents or information must be subject to  
16 this protective order must mark the documents as "CONFIDENTIAL." The party  
17 that designates a document as "CONFIDENTIAL" must redact from the document  
18 the following information: (a) social security numbers; (b) dates of birth; (c)  
19 drivers license numbers; (d) identification numbers; and (e) bank account numbers.

20       **3. Limitations on Use of Protected Documents:** Protected documents,  
21 or witness testimony or statements relating to documents marked as  
22 "CONFIDENTIAL" shall be used only for the purposes of this case, and in  
23 accordance with the terms of this Protective Order, and shall not be used by any  
24 party, or his, her or its counsel, for any purpose unrelated to this case.  
25  
26  
27



1           4.     **Maintaining Protected Materials:** Any materials designated as  
2 protected by this Protective Order (“CONFIDENTIAL” materials) must be  
3 maintained in a manner reasonably calculated to preserve their confidentiality.

4           5.     **Producing Party’s Use of Protected Documents or Testimony:**  
5 Nothing in this Protective Order limits a party’s use or disclosure of its own  
6 information or documents, nor of any information or documents lawfully obtained  
7 through means other than discovery requests or subpoenas in this litigation. Such  
8 use or disclosure shall not affect any “CONFIDENTIAL” designation made under  
9 the terms of this Protective Order.

10          6.     **Inadvertent Disclosure:** If any party inadvertently produces a  
11 privileged or work product document, upon discovering the inadvertent production,  
12 the producing party may request return of the document(s). The document(s) must  
13 then be returned immediately to the producing party. Any other party has the right  
14 to contest the assertion of any attorney-client or work product designation by an  
15 appropriate motion to the Court, but the document(s) will be treated as privileged  
16 or work product in the interim.

17          7.     **Documents for Trial:** The parties may use any documents that are  
18 marked as “CONFIDENTIAL” for any purpose in this litigation. Before any  
19 documents marked as “CONFIDENTIAL” are filed with the Court or as part of the  
20 pretrial order preparation process, the parties must confer in an effort to reach an  
21 agreement as to the confidentiality of documents or information to be filed with the  
22 court or used at trial, and to develop a mutually agreeable method for maintaining  
23 the confidentiality of such documents and information at trial. If the parties cannot  
24 agree as to the confidentiality of documents or information to be used at trial, the  
25 parties shall file a joint motion with the Court, which sets for the parties’ respective  
26 positions regarding the this subject and ask the Court to resolve the issue presented  
27

1 to the Court. At the designating party's request, any document previously  
 2 designated as "CONFIDENTIAL" must be used at trial only in a clean or redacted  
 3 copy without any such designation.

4       **8. Upon Case Completion:** When this action is fully concluded,  
 5 including completion of all appeals or the exhaustion of all rights of appeal, within  
 6 60 days thereafter, a producing or designating party may request the return or  
 7 destruction of all protected materials, except those filed with the Court or agreed  
 8 by the parties to be retained for purposes of effectuating any judgment. If such a  
 9 request is made in writing, the recipient of the request will have 60 days in which  
 10 to (a) return the protected materials, (b) destroy the materials with appropriate  
 11 proof thereof, or (c) file a motion with the Court seeking an order upon good cause  
 12 shown that materials should not be destroyed or returned. If there is no request to  
 13 return the protected materials, they remain subject to this Protective Order even  
 14 after conclusion of the litigation.

15       **9.** All parties, their counsel and other agents, and those acting in concert  
 16 with them, are enjoined from the use of "CONFIDENTIAL" documents and other  
 17 materials in any manner not expressly permitted by this Protective Order.

18 **IT IS SO STIPULATED**

19 VELIKANJE MOORE & SHORE PS      JACKSON LEWIS LLP

20 / s / Kevan T. Montoya (per email)

/ s / Jennifer L. Mora

21 Kevan T. Montoya

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26 Attorneys for Viviano Ramirez

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Attorneys for Payless Shoesource, Inc.

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**ORDER**

Based upon the foregoing stipulation of the parties, it is hereby **ORDERED** that the provisions of the attached Stipulated Protective Order are hereby **GRANTED**.

DATED this 9th day of March, 2006.

s/Lonny R. Suko

UNITED STATES DISTRICT JUDGE

Presented by:

JACKSON LEWIS LLP

By / s / Jennifer L. Mora

Barry Alan Johnsrud, WSBA #21952

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Attorneys for Payless Shoesource, Inc.

Approved as to form; Notice of presentation waived:

VELIKANJE MOORE & SHORE PS

By / s / Kevan T. Montoya (per email authorization)

Kevan T. Montoya

E-mail: [kmontoya@vmslaw.com](mailto:kmontoya@vmslaw.com)

Attorney for Plaintiff Viviano Ramirez

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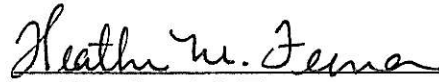


**DECLARATION OF SERVICE**

The undersigned declares under the penalty of perjury, under the laws of the State of Washington that they caused the foregoing Stipulated Motion for Protective Order to be served on the following people via the CM/ECF system:

**Kevan T. Montoya  
Velikanje Moore & Shore PS  
405 East Lincoln Avenue  
Yakima, WA 98907-2550**

Signed at Seattle, Washington this 8<sup>th</sup> day of March, 2006.

  
Heather M. Feenan